IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE SIDE JURISDICTION
REVIEW PETITION NO.4 OF 2006
IN
LETTERS PATENT APPEAL NO.138 OF 2003
IN
WRIT PETITION NO.7330 OF 2002

Shri Mahadeo Sahebrao Jadhav.. .. Petitioner

Vs.

University of Pune. .. Respondent

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S/Shri A.V.Anturkar with S.S.Salunkhe for the Petitioner.

S/Shri S.P.Saxena with A.S.Rao for the Respondent.

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CORAM : R.M.S.KHANDEPARKAR &

S.R.SATHE, JJ

DATED : 1st September, 2006

P.C.

1. Heard. The judgment and order dated 19th April, 2006 and 13th June, 2006 in the Letters Patent Appeal No.138 of 2003 are sought to be reviewed on three grounds. Firstly that the judgment proceeded on misapprehension that the resolution dated 12th September 2002 was not at all relied and produced before the College Tribunal when in fact the records clearly reveal that the said resolution was in fact produced before the Tribunal. Secondly that the

judgment proceeded on the basis that the only issue involved in the matter related to the challenge in relation to the amended provisions of the Maharashtra University Act and the ground regarding absence of powers to the Vice Chancellor to terminate the services of the applicant was not at all considered, and thirdly that the judgment also is incomplete about the reference to the decision of the Apex Court in **Roshan Lal Tondon's case (supra)** and in that regard attention was drawn to the paragraph 17 of the said judgment.

2. As regards the first two grounds, and more particularly regarding the ground of absence of powers to the Vice Chancellor, as rightly submitted on behalf of the respondents, that the termination of the services is on account of the statutory requirement and as a consequence of the amended provisions incorporated in Section 21 of the Maharashtra University Act. The necessary compliance of the said provisions has been made by the Vice Chancellor. The intimation in that regard would not render the action on the part of the respondents in giving effect to the statutory provision to be bad in law and the obligation under the statute to be held as valid. In fact this aspect has been dealt with while dealing

with the scope of the amended provision under Section 21 of the Maharashtra University Act in the judgment itself. In any case, as regards the powers to the Vice Chancellor, Section 14(5) of the Maharashtra University Act is absolutely clear and it is an obligation of the Vice Chancellor to ensure due compliance of the statutory provision. As regards the observations about disentitlement of the petitioner to rely upon the additional material and in that regard, referring to the resolution, it does not make any difference as far as ultimate decision arrived at in the said judgment is concerned. Irrespective of any resolution by the management/council, the detailed discussion regarding statutory obligation of the respondents to restrict the service tenure of the petitioner for the specified period under the said statutory provision being accepted, the point regarding the effect of the resolution can hardly make any difference on the ultimate decision arrived at in the said judgment. Merely because an observation may disclose that factually the same to be not adhere to the records in true sense, once it is revealed that the said finding has in no way influenced the reasoning in the judgment to arrive at a conclusion which has been arrived at in the said judgment, the same cannot be a justification for review of the

judgment.

3. As regards the reference to the decision in **Roshan Lal Tondon's case,** it is true that in the paragraph 17 of the said judgment, the citation has not been recorded in the manner it ought to have been recorded. That is merely a typing mistake and that cannot be a ground for review of the judgment. The same even can be corrected without any requirement of the review power being executed. Besides, that the reference to the **Roshan Lal Tondon's case** was made in relation to the well established principles in the service jurisprudence that the origin of the government service is contractual.

4. Being so, there being no case made out for review of the said judgment, the application needs to be rejected.

5. In the circumstances, therefore, we do not find any case for review of the judgment in question and hence the application for review is rejected.

(R.M.S.KHANDEPARKAR, J)

(S.R.SATHE, J)